

**STATE OF NORTH CAROLINA**

**CONTRACT FOR PURCHASE OF REAL PROPERTY**

**COUNTY OF DURHAM**

**THIS CONTRACT FOR PURCHASE OF REAL PROPERTY** (this “Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”), by and between **HOTEL COMMERCIAL, LLC**, a North Carolina limited liability company (“Seller”), and the **CITY OF DURHAM**, a North Carolina municipal corporation (“Buyer”).

**RECITALS:**

A. Buyer and Seller, or an affiliate of Seller, or an entity under common control with Seller, have entered into an agreement titled “Agreement for the Construction of a Wrapper Building Adjacent to the Durham Performing Arts Center” dated [REDACTED] (the “Development Agreement”). As described in the Development Agreement, Seller’s affiliate ATC East Development, LLC (“ATC East”) is constructing, or causing to be constructed, a commercial condominium building (the “Building”) on a portion of that certain tract of land located in Durham County, North Carolina, containing approximately 39,589.66 square feet and having Durham County parcel identification number 0821-12-86-7351 (the “Land”). The Land is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. The Building is depicted on Exhibit B-1 attached hereto and incorporated herein by this reference.

B. On or around the Substantial Completion Date, ATC East will transfer to Seller fee simple title to a unit within the Building, such unit being defined herein as the “Property”.

C. Seller desires to sell, and Buyer desires to buy, the Property pursuant to the term and conditions contained herein.

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

SECTION 1. Description of Property. ATC East shall construct (or cause to be constructed) the Building and file a Declaration of Condominium under the North Carolina Condominium Act (the “Declaration”) dedicating the Building and all other improvements erected or to be erected upon the Land to a condominium form of ownership. In the condominium created by the Declaration, ATC East shall designate a condominium unit consisting of approximately 942 square feet, measured in accordance with the BOMA (ANSI Z65.1-1996) method of measurement, on the second (2<sup>nd</sup>) floor of the Building, as highlighted in yellow in Exhibit B-2 attached hereto and incorporated herein by this reference (the “Property”).

SECTION 2. Sale of Property; Purchase Price. Seller hereby agrees to sell and Buyer hereby agrees to purchase the Property subject to and in accordance with the terms and conditions set forth in this Contract. The purchase price (the “Purchase Price”) to be paid by Buyer for the Property shall be equal to \$641,338.00. The Purchase Price shall be paid in full at Closing (hereinafter defined).

SECTION 3. Closing Date. The closing of the sale and purchase of the Property (the “Closing”) shall take place on or before the date that is forty-five (45) days after the Substantial Completion Date (hereinafter defined). Seller will cause the Substantial Completion Date to occur within forty-five (45) months of the Effective Date of the Development Agreement. The date that the Closing of the Property actually occurs as determined and provided pursuant to the terms of this Section 3 is herein referred to as the “Closing Date”. The Closing shall take place not later than 5:00 p.m. on the Closing Date at such location as may be determined by Buyer.

The “Substantial Completion Date” shall mean the date that (i) the Property may be occupied for its beneficial and lawful use as intended by the Buyer and has been substantially completed in accordance with the drawings and specifications attached hereto as Exhibit B-2, Exhibit C, and Exhibit D (other than minor punch list items which will not substantially interfere with Buyer’s use of the Property), (ii) the Declaration has been recorded, and (iii) if required for occupancy, a Certificate of Occupancy (temporary or final) for the Property has been issued by the appropriate governmental authority.

SECTION 4. Title to the Property. (a) At the Closing, Seller shall deliver, or cause to be delivered, to Buyer a special warranty deed in form and content reasonably satisfactory to Buyer’s counsel with documentary or other required stamps to be affixed thereto at Seller’s expense, conveying to Buyer fee simple, marketable, and insurable title to the Property free and clear of all liens, encumbrances, and defects of title other than: (a) zoning ordinances affecting the property, and (b) matters of record that are not objected to by Buyer (“Permitted Exceptions”); provided that Seller shall be required to satisfy, at or prior to closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Effective Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Within thirty (30) days after receipt of Seller’s owner’s title insurance policy (“Examination Period”), Buyer shall, at Buyer’s expense, cause a title examination to be made of the Property. In the event that such title examination shall show that title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall notify Seller in writing within thirty (30) days after the expiration of the Examination Period of all such title defects and exceptions and Seller shall have thirty (30) days until the Closing Date to cure said noticed defects. The parties acknowledge and agree that the Land is currently owned by Data Residential, LLC and will be transferred to ATC East prior to commencement of construction of the Building; upon Substantial Completion of the Property, the Property will be transferred to Seller and then to Buyer. If Seller does not cure the defects or objections within (30) thirty days of notice thereof, then Buyer may terminate this Contract. Title to the Property must be insurable at regular rates, subject only to standard exceptions and the Permitted Exceptions.

SECTION 5. Closing Costs. Buyer shall be responsible for the cost of recording the deed for the Property. Seller shall bear the cost of preparing the deed and any other instruments and the cost of recording any instruments under the terms of this Contract with respect to the Property. Buyer shall pay for the cost of any title insurance Buyer elects to purchase. Seller shall pay for Seller’s reasonable attorneys’ fees incurred in connection with the preparation of this Contract and the closing of the transactions contemplated hereby. Seller shall pay for the cost of the deed stamps

to be affixed to the deed. Seller shall pay the cost of discharging any mortgage, lien or title encumbrance other than those permitted hereunder. All other fees and costs, if any, shall be paid by Buyer or Seller in accordance with local custom.

SECTION 6. Ad Valorem Taxes. Seller shall be responsible for paying any ad valorem taxes that are due through the date of Closing.

SECTION 7. Condominium and Owner's Association. ATC East shall cause to be established and incorporated a condominium owner's association ("COA") with by-laws, pursuant to the Declaration. The COA shall maintain and repair the common areas of the Building pursuant to the terms of the Declaration. Pursuant to the terms of the Declaration, Buyer shall not be responsible for paying any COA fees or assessments, shall have a 1% vote in COA matters that relate to common elements, and shall own 1% of the common elements.

SECTION 8. Brokerage Commission. Buyer and Seller each represent and warrant to the other that it has not dealt with any agent, realtor or broker in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against any and all claims, demands or the cost and expense thereof, including reasonable attorneys' fees actually incurred at customary hourly rates, arising out of any brokerage commission, fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Contract based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. This Section shall survive the Closing.

SECTION 9. Eminent Domain. If, prior to the Closing Date, all or any part of the Land is taken by eminent domain or if condemnation proceedings are commenced, and as a result of such proceedings Seller (or its affiliate) decides not to construct the Building or the Property, then Buyer or Seller shall have the option, by giving written notice to the other party, to terminate this Contract. If neither party elects to terminate this Contract, this Contract shall remain in full force and effect.

SECTION 10. Condition of Property. Subject to the terms of the warranties, Seller shall assign to Buyer the right to make claims under any warranties given by the contractors that construct the Property; provided, however, that Seller and its affiliates shall retain the right to make claims under such warranties. At Closing, Seller shall warrant to Buyer for the warranty period of one (1) year from Substantial Completion pursuant to the construction contract, Seller at its sole cost and expense (provided Seller shall have the benefit of the contractor's warranty), will make, or cause to be made, all necessary repairs, replacements and corrections of any nature or description, interior or exterior, structure or nonstructural that shall become necessary by reason of faulty construction, labor, or materials or nonconformity of construction to the plans and specifications. The provisions of this Section 10 shall survive Closing.

SECTION 11. Conditions to Buyer's Obligations. In addition to the other conditions set forth herein, the obligations and liabilities of Buyer hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions precedent prior to or simultaneously with the Closing, any of which may be waived by written notice from Buyer to Seller:

- (a) Seller, its affiliate, or an entity under common control with Seller has fully performed its obligations under Sections 3.1, 3.2 and 3.3 of the Development Agreement.

(b) Seller has complied with and otherwise performed each of the covenants and obligations of Seller set forth in this Contract and Seller is not in default of its obligations and covenants under this Contract.

(c) All representations and warranties of Seller contained in this Contract shall be true and accurate in all respects at Closing.

(d) Seller and Buyer have approved, in their reasonable discretion, the terms of the Declaration and the Declaration shall have been recorded in the real estate records of Durham County, North Carolina.

SECTION 12. Closing Documents. (a) At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

i. a duly executed and acknowledged special warranty deed in recordable form conveying fee simple title to the Property;

ii. a duly executed lien affidavit warranting and holding Buyer and the Title Company (hereinafter defined) harmless against unpaid laborers' and materialmen's liens;

iii. such other documents as Buyer's counsel or the Title Company may reasonably request to evidence Seller's authority to execute and perform under this Contract and to execute and deliver all documents conveying the Property to Buyer;

iv. a Foreign Investment in Real Property Tax Act affidavit executed by Seller (or, if Seller is a disregarded entity, by the other appropriate entity; i.e., an affidavit executed by Seller or another appropriate entity to the effect that Seller or such other entity is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes);

v. possession of the Property free of the rights and claims of others, except as otherwise noted herein;

vi. all other documents required by this Contract to be delivered by Seller hereunder;

vii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract or may be reasonably requested by Buyer or Buyer's counsel; and

viii. the ROFR Memorandum (hereinafter defined).

(b) At Closing, Buyer shall deliver to Seller:

- i. any outstanding balance of the Purchase Price due at Closing;
- ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract or as may be reasonably requested by Seller or Seller's counsel; and
- iii. the ROFR Memorandum.

SECTION 13. Intentionally omitted.

SECTION 14. Assignment. Except as otherwise provided below, this Contract shall not be assigned by Buyer or Seller without the written consent of the other party, in such party's sole and absolute discretion. If Seller shall, prior to the Substantial Completion Date, assign its right to acquire the Property to an affiliate of Seller, then Seller shall have the right to assign its rights under this Contract to the same affiliate of Seller without the consent of Buyer.

SECTION 15. Default and Remedies. (a) In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract or in the event any of the representations and warranties contained herein are not true and correct as of the Effective Date and as of the Closing Date, Buyer shall have the right, as its sole remedy, to either (i) enforce an action in equity for specific performance, (ii) terminate this Contract by giving written notice to Seller, or (iii) the right to bring a cause of action against Seller for Buyer's damages.

(b) In the event Buyer defaults or fails to perform any of the conditions or obligations of Buyer under this Contract, Seller shall have all remedies available at law or in equity, including, without limitation, the right to seek specific performance and the right to bring a cause of action against Buyer for Seller's damages. Seller's remedies shall be cumulative.

(c) The provisions of this Section 15 shall survive Closing.

SECTION 16. Entry. Buyer and Buyer's agents shall have the right to enter upon the Property and Land at any time after the Substantial Completion Date for any purpose or prior to such date pursuant to the terms of the Development Agreement. Such entry right shall be exercised so as not to unreasonably interrupt any activities of Seller. Buyer shall not have the right to enter any other units in the Building or any buildings located on adjacent property. Buyer shall be responsible for any and all loss, cost and expense incurred by Seller as a result of Buyer's negligence or intentional misconduct on the Property or Land prior to Closing.

SECTION 17. Miscellaneous. (a) References to Buyer or Seller and other references contained herein shall be deemed to include the plural, neuter, feminine and masculine. If any provision of this Contract is held invalid or unenforceable, the remainder of it shall not be affected thereby, and to this end the provisions hereof are declared severable.

(b) All notices, demands, consents and approvals which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given when personally delivered or within three (3) days of when deposited in the United States mail, certified or registered, postage prepaid or the following business day after delivery to a

recognized overnight delivery service with overnight delivery requested and addressed to the party to be notified at the address for such party specified in this Contract, or to such other place as the party to be notified may from time to time designate by at least fifteen (15) days' notice to the notifying party. The notice addresses of the parties are as follows:

SELLER: Hotel Commercial, LLC  
318 Blackwell Street, Suite 150  
Durham, NC 27701  
Attn: Michael J. Goodmon, Sr.  
Phone No.: (919) 433-1568

Copy to: Capitol Broadcasting Company, Incorporated  
2619 Western Boulevard  
Raleigh, North Carolina 27606  
Attention: General Counsel  
Phone No.: (919) 821-8933

BUYER: City of Durham  
Director, General Services Department  
2011 Fay St.  
Durham, NC 27704  
Phone No. (919) 560-4197

Copy to: City of Durham  
Durham City Attorney  
101 City Hall Plaza  
Durham, NC 27701  
Phone No.: (919) 560-4158

(c) This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

(d) This Contract, the Exhibit(s) hereto and the Development Agreement contain the entire understanding and agreement by and between the parties with respect to the Property and all prior or contemporaneous oral or written agreements or instruments with respect to the Property are merged herein, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

(e) This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) The captions and headings throughout this Contract are for convenience and reference only and the words contained in such captions and headings shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

(g) This Contract may be executed in counterparts, each of which shall constitute an original and all of which when taken together shall constitute but one original.

(h) If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach or default in connection with any of the provisions of the Contract, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees actually incurred at customary hourly rates and other costs incurred in that action or proceeding, including those related to appeals, in addition to any other relief to which it or they may be entitled.

(i) Notwithstanding anything to the contrary contained in this Contract, Seller shall not be liable for delay in the performance of its obligations if such performance is prevented, hindered, delayed or affected by: workers' or subcontractors' labor strike, riots, acts of God (including but not limited to fire, windstorm, flood, tornadoes, earthquakes, lightning or other casualty), failure of Seller's suppliers of building materials to deliver requested building materials, terrorist actions or any other event outside of the control of Seller. If the Property or Building is substantially damaged or destroyed by fire or other casualty prior to Closing, then Seller may, at its option, either terminate this Contract by delivery of written notice to Buyer, in which event neither party shall have any further liability under this Contract, or Seller may continue to perform its obligations hereunder (i.e., continue to cause the Building to be constructed provided Seller promptly and diligently continues such construction).

SECTION 18. Right of First Refusal. Buyer hereby grants to Seller (or Seller's designee) a continuing right of first refusal ("ROFR") to purchase the Property in the event that Buyer desires to sell the same. Prior to entering into any contract for sale of the Property, Buyer shall notify Seller in writing ("Buyer's Notice") of Buyer's receipt of an arms-length offer to purchase the Property that Buyer is willing to accept from a bona fide third party offeror ("Bona Fide Offer") and setting forth the material terms of the Bona Fide Offer. Seller shall have fifteen (15) business days after Seller receives Buyer's Notice in which to notify Buyer in writing of its election to purchase the Property upon the terms set forth in Buyer's Notice. If Seller declines to exercise its ROFR or fails to give written notice within the time period required above, then Seller shall be deemed to have waived its ROFR, and Buyer may sell the Property pursuant to the exact terms of the Bona Fide Offer. If Buyer modifies the terms of the Bona Fide Offer, or if Buyer fails to close the sale of the Property by the date which is sixty (60) days after the closing date specified in Buyer's Notice, then Buyer shall submit the modified Bona Fide Offer (or, in the case of a failure to close by the date which is sixty (60) days after the closing date specified in Buyer's Notice, shall resubmit the original Bona Fide Offer) to Seller and Seller shall have the ROFR to purchase the Property upon the above terms and conditions. At Closing, Seller and Buyer shall execute and record (in the real estate records of Durham County, North Carolina) a memorandum of the terms of the ROFR (the "ROFR Memorandum").

SECTION 19. Deliverables. Seller agrees to use best efforts to deliver to Buyer and Buyer's counsel as soon as reasonably possible after the Effective Date copies of all information relating to the Property in possession of, or available to Seller, including, but not limited to, title insurance policies, surveys and copies of all warranties and service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and Buyer's counsel; and (2) the Property's or the Land's title insurer or its agent to release and disclose all title materials in the title insurer's (or title insurer's agent's) file to Buyer and Buyer's counsel. Seller agrees to obtain an owner's title insurance policy for the Property in connection with its acquisition of the

Property from ATC East and shall provide a copy of same to Buyer at least 15 days after the Substantial Completion Date.

SECTION 20. Risk of Loss/Damage/Repair. Until Closing, the risk of loss or damage to the Property shall be borne by Seller.

SECTION 21. E-Verify Compliance. The Seller represents and covenants that the Seller and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The Buyer is relying on this E-Verify Compliance section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

SECTION 22. Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed for a period of one (1) year. Seller shall, at or within six (6) months after the closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Contract.

SECTION 23. Limitation on Damages Except as expressly provided in this Contract, neither party shall be responsible to the other for indirect, special or consequential damages.

SECTION 24. Memorandum of Contract. Upon request of either party, the parties shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the Closing Date). The cost of recording such memorandum of contract shall be borne by the party requesting same.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date.

**SELLER:**

**HOTEL COMMERCIAL, LLC,**  
a North Carolina limited liability company

By: Capitol Broadcasting Company, Incorporated,  
a North Carolina corporation,  
its Manager

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest:**

**BUYER:**

**CITY OF DURHAM,**  
a North Carolina municipal corporation

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_(SEAL)  
Thomas J. Bonfield, City Manager

Exhibit A

Legal description of Land

Being all of Lot 5, containing a total of 39,589.66 square feet, more or less, as shown on a plat and survey entitled "[REDACTED]" prepared by Jeffrey P. Williams, Professional Land Surveyor, with Coulter/Jewell/Thames P.A., dated [REDACTED] and last revised on [REDACTED], and recorded in Plat Book [REDACTED], Pages [REDACTED], Durham County Registry.

## Exhibit B-1

### Depiction of the Building

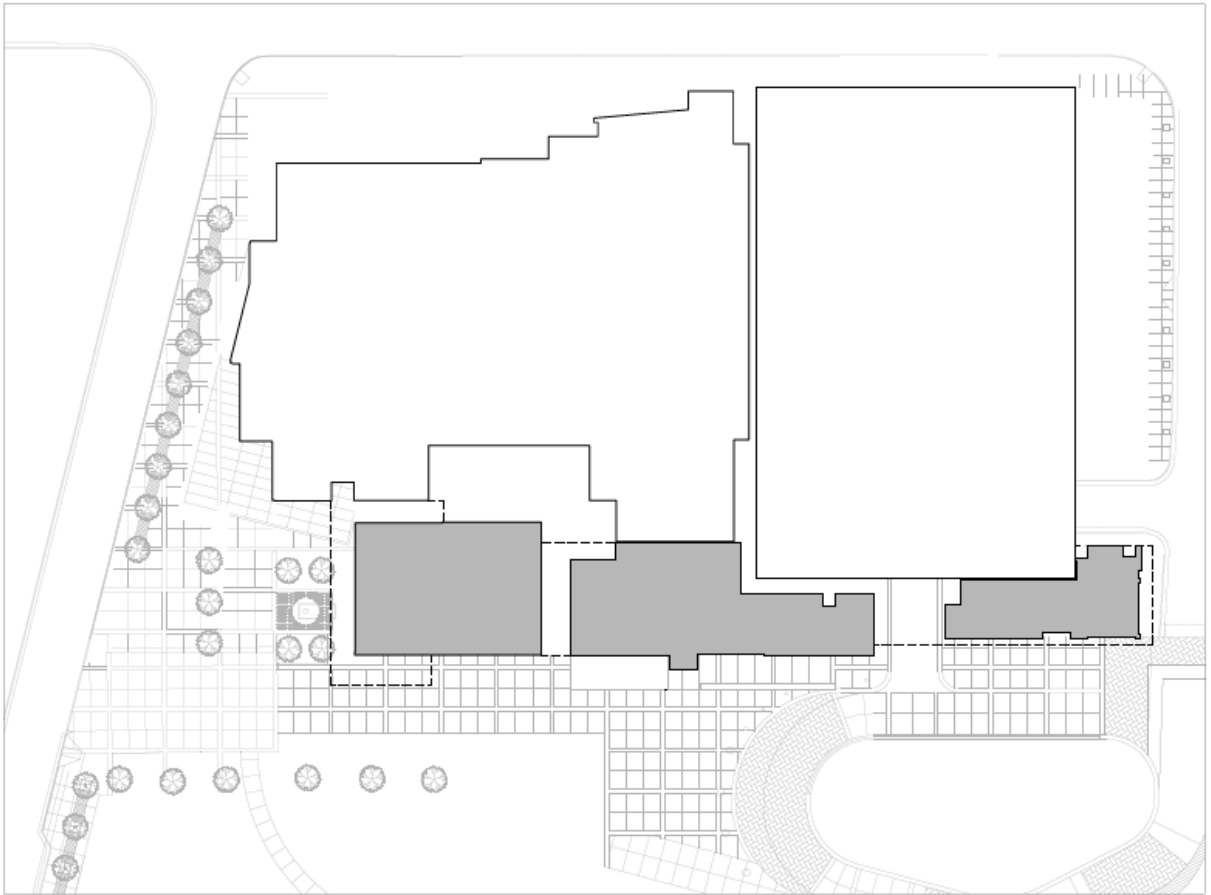
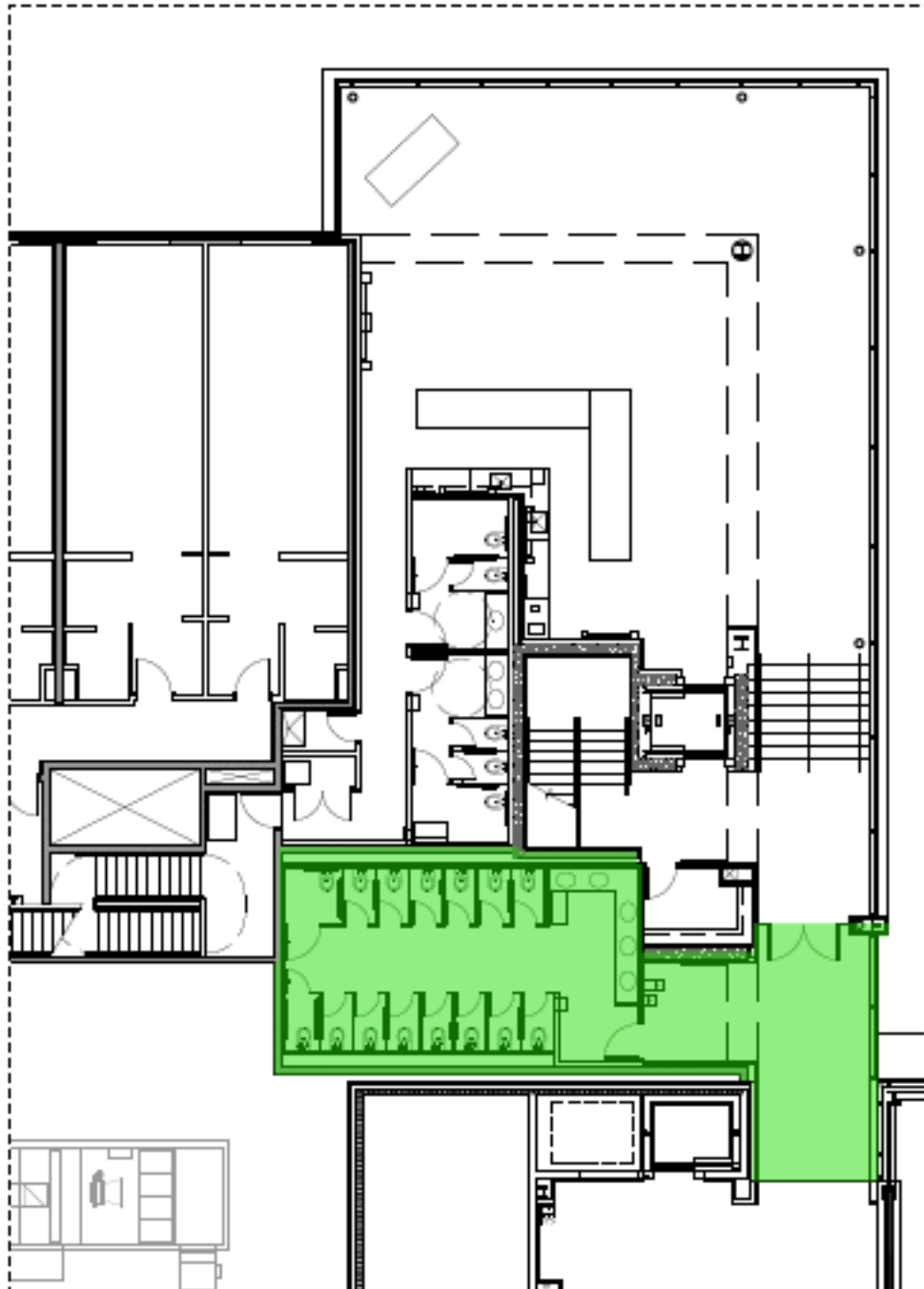


Exhibit B-2

Depiction of Property



## Exhibit C

### Building Systems and Technical Specifications Summary

#### Building Systems Requirements

1. New connections for electrical, water, and sewer requirements shall be constructed within the Building and shall not "tie-into" existing DPAC connections for these respective requirements. Buyer shall separately contract for services associated with each of these requirements and shall pay for all associated costs directly.
2. All required fire & life safety systems will be directly tied into DPAC's existing panel. Seller's architect will work with the Durham City Fire Marshall, DPAC, and General Services Administration personnel to determine how such connection will be made as well as any necessary agreements required for such "tie-in".
3. A summary of technical specifications for the mechanical, electrical, plumbing, and life safety systems is as follows:

#### Technical Specifications Summary

##### DPAC Women's Restroom — MEP Systems

#### **HVAC**

1. The HVAC system will be a DX split system, heat pump with electric auxiliary heat. The fan/coil unit will be mounted horizontally above the ceiling. The remote condensing unit will be located outdoors on the roof.
2. Provide a 2.5 ton fan/coil unit and matching condensing unit.
3. Provide insulation, hangers, dryer, vibration isolation spring hangers, precharged refrigerant piping, etc. for a complete system.
4. Supply air will be adjusted to 975 cfm, distributed thru rectangular, lined ductwork. Provide 4 supply diffusers connected with insulated flex ductwork and tapped to the main with "spin-in" balancing taps.
5. Toilet exhaust will be 1050 cfm for the Woman's restroom. There will be six exhaust registers in the Women's restroom.
6. Exhaust ductwork will be rectangular sheet metal, extended to the east wall and connected to a wall type exhaust fan located 10 feet from all intakes.
7. Provide 1" condensate drainage piping, insulated, and discharge into a mop sink—The secondary drain pan will be equipped with a water detector "kill switch".
8. Provide one electronic thermostat with night set-back controlled by energy management system in DPAC.

#### **PLUMBING**

1. Water closets will be flush valve type, wall mounted, flush valves will be battery operated, infrared, automatic operation —Zurn or equal.
2. Lavatories will be countertop mount, faucets will be battery powered, infrared, automatic type with chrome finish — Sloan or equal.
3. Water heaters will be electric, instantaneous, wall mounted under the counter type; provide two (2) water heaters.
4. Sanitary sewer will be cast iron, 6", originating in the hotel and being extended to the Women's restrooms. A 4" cast iron vent will be extended North and discharge thru the roof.
5. Provide four (4), 3" floor drains in the restroom. All floor drains shall be equipped with a trap primer.

Exhibit C - continued

Building Systems and Technical Specifications Summary

6. Cold water will be insulated copper, 2-1/2", originating at a dedicated water meter and service. Provide a brass, city water meter per city requirements.
7. Provide all ball valves, shock arrestors, insulation, hangers, cast iron carriers, floor drains, hub drain, etc. for a complete system.

**ELECTRICAL**

1. Provide power to the Women's Restroom proper per Riser 01 on Sheet E6.00. Locate the new panel board "LRR" flush in Electrical Closet on second floor.
2. Lighting fixtures will be recessed fluorescent can down lights, open trim, clear alzak baffle, vertical lamp, dimming ballast. Install 7 of these units — equally spaced thought the space, and fluorescent wall throughout (wall washers) at perimeter of the room.
3. Lighting controls will be line voltage toggle switches for the lights in the restrooms.
4. Provide 2 duplex receptacles equally spaced. Provide two (2) GFCI receptacles above counter at the lavatories.
5. Provide 3 phase power for the fan/coil unit
6. Provide 3 phase power for the remote condensing unit —2.5 ton.
7. Provide 120 volt power for the toilet exhaust fan —1/2 hp.
8. Provide power, 208 v, 1 phase, 7.0 kW each to two (2) under counter water heaters.

**NOTES:**

All MEP penetrations between the Restroom and the adjacent Hotel or DPAC shall be fire proofed.

**FIRE ALARM SYSTEM SPECIFICATIONS FOR RESTROOM  
AND PRESIDENT'S CLUB\***

**Presidents Club and Women's Restroom — Fire Alarm System\***

1. The Fire Alarm Contractor shall furnish and install a new fire alarm system to serve the new Presidents Club and Women's Restroom. The fire alarm contractor shall be licensed in the State of North Carolina. The fire alarm system shall be in compliance with all City, State, and National Codes. The plans (Shop Drawings) shall bear the approval of the Fire Marshall (AHJ) before installation begins.

2. Locate the new FACP in the Elevator Lobby of the Presidents Club, The new FACP shall report to and be a subsystem of the existing Fire Alarm System in the existing DPAC building.

3. The new Fire Alarm System shall be a one (1) loop, digital class A, style 7, addressable system. The new Fire Alarm system shall include voice notification to match the fire alarm system in the DPAC building.

\*Note: the "Restroom" is the Property for the purposes of this Contract; the "President's Club" is adjacent to the Property and is being leased by the City pursuant to a separate agreement.

Exhibit C - continued

Building Systems and Technical Specifications Summary

4. Initiation circuit shall be class A, style 7, addressable (SLC); provide 18 ga. shielded twisted pair (STP) — plenum rated. Install in conduit inside walls and above non-accessible ceilings.
5. Notification circuit shall be class B, style Y (NAC); provide 2 #14 ga copper stranded conductors -. plenum rated, Install in conduit inside walls and above non-accessible ceilings.
6. Voice annunciation circuit shall be class B, style Y, 70vRMS, audio circuit; provide 2 #12 ga copper stranded conductors — plenum rated, Install in conduit inside walls and above non-accessible ceilings.
7. The existing fire alarm control panel (FACP) in the existing DPAC building is located in Security 221 A on the Orchestra Level. The new FACP shall report to the existing fire alarm system as a subsystem on the annunciation and notification circuits, Trouble signals will be local to the new FACP in the Presidents Club, alarm signals will report to the existing FACP in the DPAC building. Alarm signals (evacuation signals) originated in the DPAC building will alarm the Presidents Club at the same time.
8. Presidents Club and Women's Restroom will be equipped with a wet pipe fire sprinkler system. The fire sprinkler system will be equipped with a zone/isolation valve with flow switches and tamper switches. These switches shall be monitored by the fire alarm system.
9. The fire alarm system shall provide smoke detectors and heat detectors for the elevator and provide signal and monitoring for "elevator recall".
10. The mechanical system fan/coil units will be equipped with duct mounted smoke detectors lathe supply and return ductwork. These detectors will be monitored by the fire alarm system. All remote smoke detectors shall be equipped with a remote annunciator/test switch flush in the ceiling below.
11. The contractor shall provide ceiling mounted smoke detectors for early warning providing 100% coverage of the Presidents Club.
12. The contractor shall provide manual pull stations at all exits from the Presidents Club.
13. The contractor shall provide horn/strobe units for 100% coverage in all rooms of the new construction.
14. The contractor shall provide fire rated speakers for voice annunciation in the Presidents Club and restrooms.
15. The contractor shall provide all other accessories for a complete and working code compliant system; submit approved shop drawings to the Architect & Engineer for review and comment.

Exhibit D

Finish Schedule

**DPAC Women's Restroom — Finishes — Proposed**

**FINISHES — Same or similar to Existing DPAC Restroom finishes**

- Walls: Gypsum Board - Painted  
Mirrors  
Glazed Wall Tile: To 6'-8" on wet walls  
Flat tile as follows:  
Module Size: 4-1/4 by 4-1/4 inches.  
Color: White.
- Floors: Slate Tile  
Cut: As selected by Architect.  
Color and Finish: Daltile S201 Brazilian Gray  
Edges: Eased.  
Module Size: 12 by 12 inches.  
Nominal Tile Thickness: 3/8 inch, unless otherwise indicated or required.  
Joint Width: 1/8 inch.
- Ceilings: Acoustical Panel Ceiling - Beveled Tegular - Same or similar to existing Presidents Club  
Armstrong World Industries, Inc. "Cirrus Open Plan #589" or a comparable product  
Color: White.  
Edge/Joint Detail: Reveal sized to fit flange of exposed suspension system members.  
Thickness: 3/4 inch.
- Lighting Fixtures: Same or similar to existing DPAC Restrooms  
Recessed 1-Lamp T8 Fluorescent Open Slot Aperture Asymmetric Linear  
Wallwash Luminaire In Nominal 2',3',4' Lengths to Form Continuous Lighted Length  
  
Cans — Recessed 8" Diameter Triple Tube Amalgam Compact Florescent Open Aperture Downlight Luminaire
- Vanities - Same or similar to existing DPAC Restrooms  
Plam Bases – "Nevamar" S6020T Gunmetal Textured  
  
Granite Countertops – Glacier White To Match Architect's Sample



Exhibit D - continued

Finish Schedule

Toilet Enclosures: Stainless Steel

Finish: No. 4 bright, directional polish on exposed faces

Brackets (Fittings):

Full-Height (Continuous) Type: Manufacturer's standard design; stainless steel.

Plumbing Fixtures: w/ Electronic Flush Valves- Same or similar to existing DPAC

Restrooms

Water Closet - Zurn Z5610 Wall Mounted Siphon Jet, Elongated, Vitreous China Water Closet, 1.6 GPF

Valve — Sloan Electronic Flush Valves

Carrier —Zurn Z 1203-N4-50 — Individual Water Closets

Seat - Church Model 9500C Elongated, Open Front, Extra Heavy Weight, Molded In Bumpers

Lavatory — Zurn Z5114 Counter Mounted Lavatory, 20"x17", Vitreous China

Metering Faucet —Sloan Valve Company Optima Plus ETF-80- Sensor Operated Faucet with ETF-460-A Chrome plated brass grid strainer with 1 ¼" Outlet Tube., Cast Brass P-Trap, 17 Gauge Wall Bend

Supply — Two - Zurn Z8803LK Chrome Plated Brass Angle Stop with Loose Key

Riser — Two — Zurn Z8973 Chrome Plated Copper Flexible Riser